

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JOY TABERNACLE - THE NEW
TESTAMENT CHURCH,

Plaintiff,

Case No. 2:13-cv-11650
Hon. Gershwin A. Drain

v

STATE FARM FIRE AND CASUALTY
COMPANY,

Defendant.

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PLAINTIFF'S FIRST AMENDED COMPLAINT

NOW COMES Plaintiff Joy Tabernacle - The New Testament Church, by and through its attorney, Jo Robin Davis, PLLC, and for its First Amended Complaint against the above-named Defendant, states as follows:

COMMON ALLEGATIONS

1. At all times relevant hereto the Plaintiff was and is a church in the City of Flint, County of Genesee, State of Michigan.
2. Defendant State Farm Fire and Casualty Company ("State Farm") is a foreign insurance corporation duly organized and incorporated under the laws of the State of Illinois, with its principle place of business in Bloomington, Illinois, but licensed to do business in the County of Genesee and State of Michigan.

3. The amount in controversy exceeds Seventy-Five Thousand Dollars (\$75,000.00).
4. Defendant issued to Plaintiff policy #92-BC-D117-0, a copy of which is in the Defendant's possession, covering the building and church property at 2505 N. Chevrolet Avenue, Flint, Michigan, from loss due to collapse and other perils.
5. Said policy covered the aforementioned property at all times relevant hereto, including December 15, 2012 and December 20, 2012.
6. All premiums were paid and the policy was in full force and effect on December 15, 2012 and December 20, 2012.
7. On or about December 15, 2012 a collapse occurred in the sanctuary causing damage to the building and its contents.
8. On or about December 20, 2012 a water loss occurred, causing damage to the building and its contents.
9. Plaintiff timely notified Defendant it had suffered the losses set forth above and complied with all policy conditions.
10. Defendant failed to make payment of the collapse claim.
11. Defendant failed to make full payment of the water loss claim.

COUNT I
BREACH OF CONTRACT

12. Plaintiff hereby realleges and incorporates by reference the allegations contained in paragraphs 1 through 11 of Plaintiff's Common Allegations as though fully set forth herein.
13. Defendant State Farm owed Plaintiff the duty to timely pay Plaintiff's covered losses as provided for in the policy of insurance.

14. Defendant State Farm breached its contractual obligations by failing to fully pay, pursuant to the policy of insurance, for the Plaintiff's losses.

15. Defendant breached said policy of insurance.

16. As a direct and proximate result of Defendant's breaches of contract, Plaintiff sustained contractual damages and consequential damages that were either in the contemplation of the parties at the time the contract was made or which are the natural consequences of the breach of a contract of insurance for a church.

WHEREFORE, Plaintiff Joy Tabernacle - The New Testament Church, prays for Judgment against Defendant State Farm Fire and Casualty Company for whatever amount this Honorable Court deems fair and just.

COUNT II
VIOLATIONS OF THE UNIFORM TRADE PRACTICES ACT

17. Plaintiff hereby realleges and incorporates herein by reference paragraphs 1 through 16 of Plaintiff's Complaint as though fully set forth herein.

18. MCLA §500.2006 provides for the addition of twelve percent interest on claims that are not timely paid.

19. Defendant waived the proof of loss requirement of MCL 500.2006(3) by not requesting a sworn statement in proof of loss for the December 15, 2012 collapse.

20. Defendant failed to fully make timely payment of the water loss claim.

21. Plaintiff is therefore entitled to 12% interest per annum pursuant to the Michigan Uniform Trade Practices Act.

WHEREFORE, Plaintiff Joy Tabernacle - The New Testament Church seeks Judgment against Defendant State Farm Fire and Casualty Company, granting Plaintiff 12% interest per annum as set forth by MCL 500.2006.

Dated: December 3, 2013

Respectfully submitted,

BY: /s/ Jo Robin Davis
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